

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

SHELFORD'S BOAT LTD.,

Plaintiff,

v.

JEREMY BATTEN,

Defendant.

Case No. _____

COMPLAINT FOR DECLARATORY
JUDGMENT

Comes now Shelford's Boat Ltd., and alleges as follows:

I. PARTIES

1.1 Shelford's Boat Ltd. ("Shelford"), is and was at all pertinent times a corporation organized and existing under the laws of Washington. Shelford is and was at all pertinent times the owner of the fishing vessel ALEUTIAN LADY (the "Vessel").

1.2 After completing a pre-health questionnaire and executing a crew member contract on January 14, 2022, Jeremy Batten ("Defendant") became employed by Shelford as a deckhand in service of the Vessel.

II. JURISDICTION AND VENUE

2.1 This is an action for declaratory judgment under 28 U.S.C. §§ 2201 and 2202 to determine whether Shelford is required to provide Defendant with maintenance, cure, and unearned wages under maritime law, which is a question of actual controversy between the

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2.3 Venue is proper in this Court pursuant to the crew member contract that Defendant signed, which states that “the exclusive venue for any lawsuit arising from, or relating to, Crew Member’s employment with the Company and/or this employment contract, including without limitation suits involving employment practices, illness, personal injury, or death, maintenance, cure or unearned wages whether arising under the Jones Act, the General Maritime Law, or any other cause, shall be in the State Courts in Snohomish County, Washington or the Federal Court for the Western District of Washington.”

3.1 In January 2022, Defendant discussed with the Vessel's captain the possibility of participating in the next fishing trip aboard the Vessel.

3.3 On January 14, 2022, Defendant boarded the Vessel to read and complete Shelford's standard crew member contract and pre-hiring health questionnaire, which were mandatory prerequisites to an offer of employment.

3.4 No offer of employment was made by Plaintiff and no work was done by Defendant until the crew member contract and pre-hiring health questionnaire were fully completed and approved by the Vessel's captain.

3.5 Defendant completed the crew member contract and pre-hiring health questionnaire.

3.6 After the Vessel's captain reviewed and approved Defendant's completed crew

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1 member contract and pre-health questionnaire, Defendant became a deckhand aboard the
2 Vessel.

3 3.7 In completing the pre-hiring health questionnaire, Defendant deliberately
4 concealed, did not disclose medical facts (“the Conditions”) that were material to Shelford’s
5 decision to hire Defendant.

6 3.8 After working aboard the Vessel for around two days, Defendant complained
7 of significant pain (“the Illness”) and was taken ashore for medical evaluation and treatment.

8 3.9 Shelford later learned that Defendant concealed and did not disclose the
9 Conditions.

10 3.10 The Illness was related to the Conditions.

11 3.11 Had Defendant disclosed and not concealed the Conditions on his pre-hiring
12 health questionnaire, Shelford would not have hired him.

13 **IV. CLAIM FOR RELIEF**

14 4.1 Defendant intentionally misrepresented and/or concealed the Conditions,
15 which were medical facts.

16 4.2 The Conditions were material to Shelford’s decision to hire Defendant.

17 4.3 Had Defendant disclosed the Conditions to Shelford, Shelford would not have
18 hired Defendant.

19 4.4 There was a connection between the withheld information regarding the
20 Conditions and the Illness.

21 4.5 As a result of Defendant’s intentional misrepresentations about and
22 concealment of the Conditions, Shelford is not obligated to pay maintenance, cure, and
23 unearned wages under maritime law.

24 4.6 There is an actual controversy between Shelford and Defendant concerning
25 whether Defendant is entitled to maintenance, cure, and unearned wages.

26 4.7 A prompt and speedy declaration of the rights and duties of the parties is
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1 necessary and appropriate at this time, considering the clearly delineated controversy outlined
2 in this complaint for declaratory judgment.

3 **V. PRAYER**

4 WHEREFORE, Shelford prays for judgment as follows:

5 1. That the Court declare that Shelford has no obligation under maritime law to
6 pay maintenance, cure, and unearned wages to Defendant;

7 2. For the costs of suit incurred herein; and

8 3. For such other and further relief as the Court may deem just and appropriate in
9 this case.

10 Dated this 18th day of October, 2022.

11 SCHWABE, WILLIAMSON & WYATT, P.C.

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